

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

OLD DOMINION FREIGHT LINE, INC.

Plaintiff's

vs.

C & F WORLDWIDE AGENCY- CORP.
MR. JOSE E. DEL CUETO

Defendant's

CIVIL NO. _____

RE:

COLLECTION OF FREIGHT AND LADING
CHARGES

COMPLAINT

TO THE HONORABLE COURT:

COMES NOW plaintiffs, Old Dominion Freight Line, Inc., through its undersigned attorney, and respectfully state and pray:

1. This is an action in admiralty for collection of freight charges by a non-vessel operator ("NVOCC"). Jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1333, since this is an action on a bill of lading containing a maritime contract. Because this is an action in admiralty, jurisdiction in this Court is also proper pursuant to Fed. R. Civil. P. 9 (h).

2. Old Dominion Freight Line, Inc., is a NVOCC organized under the laws of USA, doing business in the Commonwealth of Puerto Rico, through his agents, Aqua Gulf Transport, Inc.

3. Old Dominion Freight Line, Inc., is a NVOCC engaged in the transportation of goods by sea and in land moves and operate subject to the applicable freight and demurrage tariffs and/or maritime contracts.

4. Pursuant to the applicable freights, Old Dominion Freight Line, Inc., is obligated to collect all freight, lading and demurrage charges due and owed pursuant to the tariffs on file.

5. C & F Worldwide Agency, Corp., is a corporation organized under the laws of the Commonwealth of Puerto Rico.

6. José E. Del Cueto upon information and belief is the owner, CEO, principal, stockholder, agent, representative, partner or contractor of the co-defendants, who contracted Old Dominion Freight Line, Inc., for the transportation of goods in behalf of co-defendant C & F Worldwide Agency, Corp.

7. On multiple occasions C & F Worldwide Agency, Corp., utilized the services and facilities of Old Dominion Freight Line, Inc., for transportation of cargo.

8. Under the terms of the applicable tariffs, defendant is required to pay the freight and related charges incurred by them in connection with transportation of goods by Old Dominion Freight Line, Inc., and the use of its cargo containers.

9. Old Dominion Freight Line, Inc., have attempted to collect the freight and Lading charges corresponding to the period during which C & F Worldwide Agency, Corp., retained the services of the plaintiffs in this action.

10. Old Dominion Freight Line, Inc., have billed the sum of **\$153,350.02** for freight, lading and other accessorial charges which both co-defendants have refused to pay. Enclosed, as "Exhibit A", which is incorporated and made part of this allegation is a statement of account identifying the invoices upon which the claim in the instant action is based, the amount of each invoice and the number of each invoice.

WHEREFORE, Old Dominion Freight Line, Inc., hereby pray that Judgment be entered against C & F Worldwide Agency, Corp., ordering defendant, the payment of **\$153,350.02** for freight charges owed to Old Dominion Freight Line, Inc., pursuant to the applicable tariffs, plus interest to this date, plus costs and **\$30,670.00** for attorneys fees, and a sum for not less than **\$5,000.00**, for damages caused for the breach of contract.

RESPECTFULLY SUBMITTED.

In Guaynabo, Puerto Rico, this 11th of February, 2011.

MAYOL-BIANCHI, P.S.C.

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